

PURCHASE AND LICENSE AGREEMENT

This License Agreement (this “**Agreement**”), made and entered into by and between **Affordable Housing Network, LLC, a Florida limited liability company d/b/a GoSection8.com**, with offices at 5000 T Rex Ave Suite 150, Boca Raton, FL 33431, United States (“**GoSection8.com**”), and the City of **Redondo Beach, a chartered municipal corporation** having offices at 415 Diamond Street Redondo Beach, CA 90277 (“**Client**”), is made and entered into as of **October 20, 2020 (the “Effective Date”)**.

WITNESSETH

WHEREAS, GoSection8.com has developed and owns a proprietary waiting list management software and software program that integrates rent comparable data with a web-based rent reasonableness service, known as Go8 Rent Watch™, along with a web-based unit listing service (the “Waiting List Management Software System”); and

WHEREAS, GoSection8.com has developed and owns a proprietary Rent Reasonable Software with integrated comparable data (the “Rent Reasonable Software System”); and

WHEREAS, Client desires to receive a non-exclusive, non-transferable, limited license from GoSection8.com pursuant to which GoSection8.com will provide Client with access to the current version of the Waiting List Management Software System and the Rent Reasonable Software System (collectively referred to herein as the “Licensed Programs”). GoSection8.com will also provide access for each of the Licensed Programs for a specified number of verifiable comparable rental data (the “Comparables”); and

WHEREAS, GoSection8.com is willing to grant such a non-exclusive, non-transferable, limited license on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the obligations undertaken by the parties hereto, GoSection8.com and the Client, hereby agree as follows:

1. Recitals.

The above recitals are true and correct and are hereby incorporated herein by reference.

Description of Service and License. Rent Reasonable Software

In accordance with this Agreement, GoSection8.com will provide Client with access to the Rent Reasonable Software System for the fees specified in Exhibit A (the “License Fee”). As part of its set-up services hereunder, GoSection8.com includes a customized portal (Housing Locator) for Client’s own website. This portal enables prospective tenants to search for available housing. In addition, GoSection8.com includes a property unit listing service that allows property owners/landlords to add their properties to the courtesy GoSection8.com list. Within ninety (90) days of the execution of the portal and upon request of the Client, GoSection8.com will conduct a landlord workshop at Clients’ location of choice.

Any new features and upgrades that augment or enhance the current content, services, and technology contained in the Rent Reasonable Software System are included and will also be subject to this Agreement. In addition to the Rent Reasonable Software System, Client will receive all updates to it during the term of this Agreement.

The Rent Reasonable Software System will be delivered to Client via a web-based interface upon execution of this Agreement by both parties hereto at the following URL: <http://www.GoSection8.com>

Client will receive a User License (a non-exclusive, non-transferable, limited license for unlimited users) provided by GoSection8.com to Client for License Fee set forth herein and described in Exhibit A. The User License provides the ability to have a unique user name and password and is meant for Client's use of the Rent Reasonable Software System. Users must obtain access to the World Wide Web, either directly or through devices that access Web-based content, and pay any service fees associated with such access, including any carrier fees. In addition, users must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem and/or a wireless access device. GoSection8.com will provide ongoing training via "on line" Webinars and a visit to the Client's place of business upon request. GoSection8.com will also provide live customer support during normal business operation.

2. Confidentiality

The parties agree that it is necessary and desirable in connection with this Agreement to disclose to each other certain information that is confidential and proprietary to the disclosing party (the "Confidential Information"). The Confidential Information includes, but is not limited to, information related to: (a) financial information, market strategy, or products of the disclosing party, and (b) Licensed Programs documentation, including, but not limited to, trade secrets, know-how, techniques, processes, algorithms, formulas, schematics, testing procedures, software design and architecture, computer source and object codes, product requirements, reports, performance information, software documents, and other technical, business, product, marketing and financial information, pricing, plans and data. Confidential Information shall not include information that: (i) is now or subsequently becomes generally available to the public through no fault or breach on the part of the receiving party; (ii) the receiving party can demonstrate to have had lawfully in its possession without an obligation of confidentiality prior to disclosure hereunder; (iii) is independently developed by the receiving party without the use of any Confidential Information of the disclosing party as evidenced by written documentation; (iv) the receiving party lawfully obtains from a third party who has the right to transfer or disclose it and who provides it without any obligation to maintain the confidentiality of such information; (v) is required to be disclosed by court order or operation of law (provided that the receiving party notifies the disclosing party prior to such disclosure so as to afford the disclosing party a reasonable opportunity to object or seek an appropriate protective order with respect to such disclosure); or (vi) any disclosure required by law, policy, procedure, or practice (including any disclosure made pursuant to the contract approval process). Except as otherwise expressly provided in this Agreement, each party agrees to keep confidential the Confidential Information disclosed to it by the other during the term of this Agreement, and to not disclose such Confidential Information to third parties except confidential disclosures made to directors, officers, employees, consultants, counsel, accountants, professional advisers and other agents of the party or its affiliates whose duties justify access to such

Confidential Information to perform such party's obligations or exercise its rights hereunder, who shall each agree to comply with nondisclosure protections at least as protective of the other party's Confidential Information as those in this Section 2 and to use such Confidential Information only for the purposes set forth in this Agreement. Each party agrees that its obligations with respect to the other party's Confidential Information shall survive indefinitely. During the term of this Agreement, each party shall take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information to prevent the duplication or disclosure of Confidential Information of the other party.

Each party hereto shall use its best efforts to cause any third parties that may come into possession of any Confidential Information to maintain the confidentiality of the other party's Confidential Information.

3. Fees

Client agrees to pay GoSection8.com according to the terms set forth in Exhibit A to this Agreement. Unless otherwise stated, all fees are due and payable net thirty (30) days from date of invoice. Client's GoSection8.com account will be considered delinquent if it remains unpaid at the beginning of the next monthly accounting cycle, or if an invoice submitted to Client by GoSection8.com (as discussed below) remains unpaid for the same period of time.

The Licensed Programs, and the Site (as defined below), may be suspended if Client's account is delinquent for more than sixty (60) days past the initial billed date. Further, GoSection8.com may impose a charge to restore archived data from delinquent accounts. Inquiries should be directed to GoSection8.com at hasupport@GoSection8.com. GoSection8.com may, in its sole discretion, add, or replace some or all of the services, technology, or functionality of the Licensed Programs at any time, so long as any such modifications, upgrades or replacements do not degrade existing functionality.

4. Content

The Website associated with the Licensed Programs, including GoSection8.com content, services, and technology (the "Site"), may contain information, data, text, software, music, sound, photographs, graphics, video, and messages (collectively, the "Content") that are protected by copyrights, trademarks, trade secrets or other proprietary rights. Client understands that all Content, whether publicly posted or privately transmitted, is the sole responsibility of the person from whom such content originated. GoSection8.com does not guarantee the accuracy, quality or usefulness of any Content that has not been provided by GoSection8.com. GoSection8.com expressly reserves the right to suspend or terminate Client's account if Client's continued use of the Content, or Licensed Programs, on the Site is, in GoSection8.com's sole judgment, likely to cause loss or damage.

5. Client Responsibilities; Online Conduct

Client agrees to facilitate the transition to the Licensed Programs by distributing rack cards (i.e., a printed postcard size card promoting the listing service) or brochures containing instructions to enable property owners and prospective tenants to list and locate rental properties by using the Site. These materials will be provided by GoSection8.com to Client free of charge. In addition, Client agrees to include announcements in Client's publications, monthly newsletter, website or other medium informing property owners of the relationship between Client and GoSection8.com. Client will also ensure that its employees participate in the GoSection8.com training programs. Client agrees to prominently display an exclusive link to the co-branded landlord listing portal on Client's website.

Client agrees to use the Licensed Programs, as well as the Site, only for lawful purposes. Client is responsible for maintaining the confidentiality of any passwords supplied by GoSection8.com that grant access to the Content, Licensed Programs, or the Site. Furthermore, Client is entirely responsible for all activities that occur under the Client's password and account. Client shall notify GoSection8.com immediately of any unauthorized use of Client's passwords.

Client acknowledges that GoSection8.com has no responsibility for any loss or damage arising from Client's failure to comply with these requirements.

Client acknowledges that it shall be subject to the Terms of Use posted on the Site as the same may be modified from time to time by GoSection8.com in its sole discretion.

GoSection8.com will use its best efforts at its own expense to recover any and all lost or corrupted data due to virus, hackers, faulty hardware and unauthorized GoSection8.com employee access.

6. Term and Termination of Account

Client has agreed to contract with GoSection8 for a period of five (5) years (the "Term"). This Agreement shall be automatically renewable for additional five (5) year periods. This Agreement shall renew for an additional five (5) year term if Client provides writing at least (30) thirty days prior to the end of the contract.

In addition, and without limiting any other rights available under the law, either party may, at its option, terminate this Agreement with cause (and in GoSection8.com's case, suspend Client's access to the Licensed Program):

(a) In the event that either party materially defaults on its obligations hereunder and fails to cure its default, if such default is capable of cure, within thirty (30) days after having been given written notice of such default.

(b) Immediately and without any requirement of notice, in the event that (a) either party files a petition in bankruptcy; files a petition seeking any reorganization, arrangement, composition or similar relief under any law regarding insolvency or relief for debtors; or makes an assignment for the benefit of creditors; (b) a receiver, trustee or similar officer is appointed for the business

or property of either party; (c) any involuntary petition or proceeding under bankruptcy or insolvency laws is instituted against such party and not stayed, enjoined, or discharged within sixty (60) days; or (d) either party adopts a resolution for, or undertakes to effect a, discontinuance of its business or dissolution.

Notwithstanding any termination of this Agreement, the parties acknowledge and agree that Sections 2, 8, 9, 10, 11, 12, and 15 shall survive and remain in effect in accordance with their terms. Any termination of this Agreement shall be without prejudice to any other rights or remedies available under this Agreement or at law.

7. Compliance with Laws

Client agrees to comply with all local rules and regulations regarding online conduct and acceptable content.

8. Warranty and Disclaimer

GoSection8.com warrants that the Licensed Programs shall perform substantially in accordance with the documentation and the specifications contained therein.

The Site and Content are provided on an “as is” basis and are intended to be available twenty-four (24) hours per day, seven (7) days per week.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, GOSECTION8.COM EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, GOSECTION8.COM DOES NOT WARRANT THAT THE LICENSED PROGRAMS ARE ERROR FREE, THAT THE OPERATION OF THE LICENSED PROGRAMS SHALL BE UNINTERRUPTED, THAT FUNCTIONS CONTAINED IN THE LICENSED PROGRAMS WILL MEET CLIENT’S REQUIREMENTS OR SPECIFICATIONS, OR THAT THE LICENSED PROGRAMS WORK WITH ANY THIRD PARTY SOFTWARE OR HARDWARE CONFIGURATION.

Any material downloaded or otherwise obtained through the use of the Site is done at Client’s own discretion and risk, and GoSection8.com shall have no responsibility for any damage to Client’s computer system or loss of data that results from the download of any such material.

9. Limitation of Liability

In no event shall GoSection8.com be liable for any direct, indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by Client or any third party, whether in an action in contract or tort, arising from Client’s access to, or use of, the Site or the Content, the Licensed Program, the Documentation and services. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply.

10. Maximum Liability

NOTWITHSTANDING ANYTHING SET FORTH IN THIS AGREEMENT, THE MAXIMUM LIABILITY OF GOSECTION8.COM FOR DAMAGES TO CLIENT IS THE TOTAL FEES RECEIVED BY GOSECTION8.COM UNDER THIS AGREEMENT. The provisions of this

Section 11, shall not apply to any claim or action arising under the confidentiality, intellectual property, or indemnification provisions of this Agreement.

11. Indemnity

GoSection8.com shall defend, indemnify and hold harmless Client and its officers, directors, employees and agents from and against any and all liabilities, damages, losses or expenses, including reasonable attorneys' fees and costs, arising out of any third party claims or administrative or criminal proceedings alleging that the use of the Content, Licensed Programs, Documentation or the Site infringes the intellectual property rights of a third party, provided that Client (a) promptly gives written notice of the claim or proceeding to GoSection8.com; and (b) provides to GoSection8.com, at GoSection8.com's cost, all reasonable assistance.

If Client's quiet enjoyment and use of the Licensed Programs is disrupted as a result of a third party infringement claim, GoSection8.com shall perform one or all of the following actions within ninety (90) days of the date Client notifies GoSection8.com of such third party's claim:

- (1) Replacement: Replace the Licensed Program(s) by implementing a non-infringing software product of equivalent functional and performance capability of the Licensed Program(s); or
- (2) Modification: Modify the Licensed Program(s) to avoid the infringement without eliminating the functional and performance capabilities of the Licensed Program(s) as described in the Documentation; or
- (3) Obtain License: Obtain a license from the third party claiming infringement for Client's use of the Licensed Program(s); or, failing to provide any of these three alternatives,
- (4) Refund: Refund to Client a prorated portion of the license fees paid hereunder.

THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NONINFRINGEMENT, WHICH ARE HEREBY OTHERWISE DISCLAIMED.

12. Intellectual Property

Title to the Licensed Programs and Documentation, including ownership rights to patents, copyrights, trademarks and trade secrets therein, are the exclusive property of GoSection8.com. Nothing contained in this Agreement is intended to convey any such property rights to Client.

Any improvements or derivative works created from the Licensed Programs or Documentation will be the sole property of GoSection8.com.

Client agrees that it shall not modify, reverse engineer, decompile, create other works from, or disassemble the Licensed Programs.

13. Contact Information

Client may direct any questions regarding, services technology and support, to GoSection8.com via email at hasupport@GoSection8.com.

14. Force Majeure

Neither party shall be liable for any delay or failure in performance due to Force Majeure, which shall include without limitation acts of God, earthquake, hurricane, labor disputes, changes in law, regulation or government policy, riots, war, acts of terrorism, fire, epidemics, acts or omissions of third party vendors or suppliers, equipment failures, third party transportation difficulties, or other occurrences which are beyond the delayed parties reasonable control, provided that the delayed party provides the other party with prompt notice of such delay.

15. Miscellaneous

(a) Assignment. Client may not assign its obligations hereunder without the prior written consent of GoSection8.com, except in the instance of a merger, reorganization, consolidation or sale of all or substantially all of Client's assets. Any assignment in contravention of this provision shall be void.

(b) Notices. Any notice, report, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been effectively given: (i) immediately upon personal delivery or electronic or facsimile transmission to the party to be notified; (ii) one (1) day after deposit with a commercial overnight courier with tracking capabilities; or (iii) three (3) days after deposit with the U.S. Postal Service by registered or certified mail, postage prepaid to the respective addresses of the parties as set forth herein.

(c) Entire Agreement; Amendments. This Agreement, and all exhibits, schedules, addenda and instruments to be delivered by the parties pursuant hereto, represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede all prior oral and written and all contemporaneous oral negotiations, commitments and understandings between such parties. This Agreement may not be amended or modified without a written instrument executed by the parties hereto.

(d) No Agency. The parties acknowledge that, as to each other, they are independent contractors, and no agency, partnership, joint venture, employee-employer, or franchisee-franchisor relationship is intended or created by this Agreement.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of law principles. The parties hereto agree to be subject to the exclusive jurisdiction, and venue shall reside, in the state and federal courts located in Los Angeles County, California for the purpose of adjudicating any dispute relating to or arising out of this Agreement. The prevailing party arising out of any dispute concerning the terms of this Agreement shall be entitled to recover its attorney's fees incurred in such dispute.

(e) Section Headings. The section headings are for the convenience of the parties and in no way alter, modify, amend, limit, or restrict the contractual obligations of the parties.

(f) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

(g) Rights Cumulative; No Waiver. No right or remedy herein conferred upon or reserved to either of the parties hereto is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter legally existing. The failure of either party hereto to insist any time upon the strict observance or performance of any provisions of this Agreement or to exercise any right or remedy as provided in this Agreement, shall not impair any such right or be construed as a waiver or relinquishment thereof. Every right and remedy given by this Agreement to the parties hereof may be exercised from time to time as often as may be deemed expedient by the parties hereto, as the case may be.

(h) Inconsistencies. Except as otherwise stated, in the event of any inconsistency between this Agreement and any exhibit, schedule or addenda attached hereto, the terms and conditions of this Agreement shall control.

(i) Trademarks; Copyrights. GoSection8.com® is a registered trademark of Affordable Housing Network, LLC. Other names appearing on the Site may be trademarks of GoSection8.com or a third party. Copyright © 2004-2019, Affordable Housing Network, LLC, all rights reserved.

(j) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which, when taken together, shall be one and the same document.

The undersigned agrees, as an authorized representative and signatory of the Client to accept the terms and conditions stated herein, on behalf of Client and to confirm that Client is in compliance with and will remain in compliance with each of the export restrictions listed above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

AFFORDABLE HOUSING NETWORK,LLC
a Florida limited liability company
dba GoSection8.com

CITY OF REDONDO BEACH, a
chartered municipal corporation

By:

By: _____

Name: Dominic Muttilllo

Name: William C. Brand

Title: Director of National Accounts

Title: Mayor

Dated: 10/20/2020

Dated: 10/20/20

ATTEST:

Eleanor Manzano, City Clerk

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

APPROVED:

Risk Manager

EXHIBIT A

Fee structure for the term of this agreement is as follows. **Please check one:**

During the Term of this Agreement, (and for each successive term) commencing on the Effective Date:

Client shall pay a fee to GoSection8.com equal to **\$3,000.00** annually X paid once per year or **\$750.00** quarterly____ due and payable on the first day of each quarter as the License Fee for use of the Rest Reasonable Software System.